

Northshore Micro L.L.C

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NORTHSHORE MICRO L.L.C Monthly Maintenance Contract

This AGREEMENT entered into this ____ day of _____, 20____

By Subscriber, _____

And NORTHSHORE MICRO L.L.C. First month of service agreed upon is

Term of Service Agreement: Six (6) Months From Above Date Automatically Renewed.

All work not specifically quoted or included herein will be billed at NORTHSHORE MICRO's current rate for technical support. All work shall be bound by the Terms and Conditions of this Agreement. All charges herein are subject to existing and future federal, state, and local taxes. Such taxes, if any, are payable by the Subscriber. All amounts are due within ten (10) days of invoice. All amounts not paid within ten (10) days will be charged a service fee of ten (\$10.00) dollars per month and/or a re-billing fee. In the event it shall become necessary for NORTHSHORE MICRO to institute legal proceedings or employ a collection agency to collect moneys due as part of this Agreement, including service fees, the Subscriber shall also pay all attorney or collection agency fees and expenses incurred by NORTHSHORE MICRO L.L.C.

1. **TERM OF AGREEMENT:** This Agreement shall be the period specified above, from the date of this Agreement. This Agreement shall be automatically renewable at the option of both parties for periods of the same length the first such renewal period to commence upon the date of expiration of the initial Agreement, unless either party shall notify the other in writing of the intent to cancel.
2. **EXCLUSIVE REMEDY:** Because of the nature of the services rendered and the system as a whole, it may at times be necessary to repair or replace components of a computer. Repair / replacement, to include hardware, software, and technical support fees are not included in this maintenance contract and will be billed at the NORTHSHORE MICRO's current hourly charge. It is the responsibility of the Subscriber to provide NORTHSHORE MICRO L.L.C will all software and license or product

keys. Failure to provide valid software will result in that software not being installed. Software can be purchased through NORTSHORE MICRO if necessary.

3. **ALTERATIONS TO EQUIPMENT:** The subscriber agrees not to tamper with, alter, adjust, add to, disturb, move, remove or otherwise interfere with the systems described herein, nor permit the same to be done by others. If there is there is a breach of the foregoing obligation, Subscriber will pay NORTSHORE MICRO L.L.C an additional amount for any repairs that are necessary to maintain the integrity of the system. Subscriber hereby authorizes and empowers NORTSHORE MICRO L.L.C, its agents or employees, to make any changes in, or alterations to, the equipment at the request of the Subscriber at an additional expense to the Subscriber.
4. **INCREASES IN SERVICE FEES:** Notwithstanding the terms and conditions set forth herein, after the expiration of the initial term of this Agreement, NORTSHORE MICRO L.L.C may, at any time, increase the fees and charges upon giving the Subscriber notice in writing. In event Subscriber shall be unwilling to pay the increased monthly charge; the Subscriber may terminate this Agreement upon giving notice in writing to NORTSHORE MICRO L.L.C. Failure to notify NORTSHORE MICRO L.L.C will constitute Subscriber's consent to the increase and all other terms and conditions of the Agreement shall remain in full force and effect.
5. **COMMUNICATIONS CIRCUITS:** Subscriber is responsible for the cost and maintenance of all telephone or other communication circuits required for dutiful transmission and system access. All downloads are transmitted over communication company circuits, which are wholly beyond the control and jurisdiction of NORTSHORE MICRO L.L.C and are maintained by the Communications Company. If these communication circuits are not functional for any reason, the updates to be downloaded will not be accessible. NORTSHORE MICRO L.L.C cannot be responsible for the continued operation or neither functioning of these communication circuits nor the reliability of the data files being received over them.
6. **DEFAULT AND TERMINATION:** This Agreement may be terminated by either party for breach of contract of the other party, provided written notice of such breach is given and such breach is not cured within thirty (30) days of receipt of such notice. Upon the curing of such breach of contract, the party claiming such breach shall give written notice that the breach has been cured and that the Agreement continues in full force and duration. This Agreement may also be terminated upon notice of NORTSHORE MICRO L.L.C, in the event NORTSHORE MICRO L.L.C computer equipment, communication circuits, or other equipment are

destroyed by fire, other catastrophe, or by any other means or is so substantially damaged that it is impractical to continue the service to the Subscriber. This Agreement may also be suspended upon written notice of the Subscriber that the system of the Subscriber has been destroyed or damaged by fire or other catastrophe and that the system must be replaced or repaired. The Agreement shall resume upon repair or replacement of the Subscriber's system.

7. **WARRANTY OF SUBSCRIBER:** The individual signing this Agreement for the Subscriber warrants that he has the authority to sign this Agreement and permit the installation of equipment and systems described herein, as well as the authority to contract for the services provided herein.
8. **COMPLETE AGREEMENT:** This document, with specified addenda, is a complete agreement. Any representation, promise, condition, inducement or warranty, express or implied, verbal or written, unless expressed in writing in this Agreement or any Addendum thereto, shall not bind either party and the terms and conditions hereof apply as printed without alteration or qualification except as specifically endorsed thereon in writing. A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this Agreement, which shall remain in full force and effect.
9. **ADMINISTRATIVE ACCESS:** It is the FULL responsibility of SUBSCRIBER to ensure Northshore Micro L.L.C, its agents or employees have administrative access to all computers where maintenance is to be performed. In order to run maintenance scripts, NORTHSHORE MICRO will require a user account be created on each computer (Workgroup configuration) or a domain account (Domain configuration) with administrative access to the computer. Maintenance scripts will be configured for an agreed upon date, during which time, all computers must be powered on.
10. **EARLY TERMINATION OF CONTRACT:** If the SUBSCRIBER opts to terminate this contract prior to the contract expiration date of 6 months after the contract is entered into, the SUBSCRIBER will be charged an early termination fee equal to two (2) months of the SUBSCRIBER'S plan.
11. **MAINTENANCE TO BE CONDUCTED:** Northshore Micro, L.L.C will perform the following functions once a month at the SUBSCRIBER'S location.
 - a) Deletion of tmp and dmp files
 - b) Ensure all Critical, Optional, and Hardware updates released by

Microsoft are installed

- c) Ensure all program and virus definition files are updated for respective AntiVirus software installed
- d) Defragmentation of the hard drive
- e) Hard Drive checked for errors
- f) Ensure system startup is optimized

12.AFTER HOURS ACCESS: NORTHSHORE MICRO L.L.C will require after hours access (after normal working hours / weekends) in order to complete the agreed upon computer maintenance.

13.CHANGING NUMBER OF COMPUTERS ON MAINTENANCE CONTRACT: During the contract period, removal of computer will not result in a contract change. Subscriber will be billed based on the agreed upon number of computer when the contract was signed. During the quarterly renew period is when the number of computer can be decreased. If a computer or computers need to be added at any time during the maintenance contract, a new contract will need to be signed and the old contract will be null and void.

SIGNATURE CONSTITUTES ACCEPTANCE OF THE TERMS AND
CONDITIONS
OF THIS AGREEMENT.

Subscriber:

Signature:

Name and Title:

Subscriber Email Address:

Northshore Micro Signature:

Number of computer included in Maintenance contract

This Agreement shall not be binding upon NORTHSHORE MICRO L.L.C unless accepted by an officer of NORTHSHORE MICRO L.L.C. In the event of Non-Approval, the sole liability of NORTHSHORE MICRO L.L.C shall be to refund to the subscriber any amount that has been paid by Subscriber as part of this Agreement.

